Wisconsin Karner Blue Butterfly Habitat Conservation Plan and Environmental Impact Statement

Appendix D. Participation Plan and Landowner Inclusion Strategy Supporting Information

This appendix includes supporting information for the participation plan and landowner inclusion strategy described in Part F of Chapter II of the HCP. The Appendix is organized as follows:

Α.	Entities Engaged in Right-of-Way or Corridor Development and Maintenance	D-1
B.	Example of Application for Inclusion	D-11
C.	Inclusion Fees	D-13
D.	Example of Species and Habitat Conservation Agreement (Template)	D-15
E.	Municipalities Located in the Karner Blue Butterfly High Potential Range	D-25

A. Entities Engaged in Right-of-Way or Corridor Development and Maintenance

(Correspondence/notification will be only to those entities with lands or management activities in the High Potential Area as described in Part F of Chapter II, pages 132-134)

1. Railroads

Burlington Northern Santa Fe	Wisconsin Central, Ltd.
1700 East Golf Road	Post Office Box 5062
Schaumburg, IL 60173-5860	Rosemont, IL 60017-5062
CP Rail	Wisconsin Central, Ltd.
Post Office Box 530	Oppenheimer, Wolff, and Donnelly
Minneapolis, MN 55440	Two Prudential Center
•	180 North Stetson Avenue, 45th Floor
Duluth, Winnipeg & Pacific Railway Co.	Chicago, IL 60601
Route 4, Box 3008	.
Superior, WI 54880	Wisconsin Central, Ltd.
•	1625 Depot Street
Union Pacific Railroad	Stevens Point, WI 54481
101 N. Wacker Drive 19th Floor	,
Chicago, IL 60606	Soucie and Associates
_	435 East Lincoln Avenue
	Suite 208
	Milwaukee, WI 53207

Wisconsin Southern RR P.O. Box 9229 Milwaukee, WI 53209

Railroads operating in the high potential range will be notified.

2. Municipal Utilities

Algoma Utility Commission 1407 Flora Avenue Algoma, WI 54201-1767

Arcadia Electric & Water Utility 203 W. Main Street Arcadia, WI 54612-1329

Argyle Municipal Electric & Water Utility Commercial Bldg. Milwaukee Street P.O. Box 246 Argyle, WI 53504-0246

Bangor Municipal Utility 106 - 15th Avenue N. P.O. Box 130 Bangor, WI 54614-0130

Barron Light and Water Utility 1303 E. Division Avenue Barron, WI 54812-1228

Belmont Municipal Water & Elec. Utility 222 N. Mound Avenue P.O. Box 6 Belmont, WI 53510-0006

Benton Municipal Electric & Water Utility 48 Main Street P.O. Box 91 Benton, WI 53803-0091 Black Earth Electric Utility 1210 Mills Street P.O. Box 347 Black Earth, WI 53515-0347

Black River Falls Municipal Elec. & Water 119 N Water Street Black River Falls, WI 54615-1314

City of Bloomer Electric Utility 1503 Main Street Bloomer, WI 54724-1640

Boscobel Municipal Utilities 1006 Wisocnsin Avenue Boscobel, WI 53805-1532

Brodhead Water and Light Commission 1108 11th Street P.O. Box 227 Brodhead, WI 53520-0227

Cadott Light & Water Municipal Utility 110 N. Central Street P.O. Box 40 Cadott, WI 54727-0040

Cashton Municipal Elec. & Water Utility 811 Main Street P.O. Box 188 Cashton, WI 54619-0188

Cedarburg Light & Water Commission N30W5926 Lincoln Blvd. P.O. Box 767 Cedarburg, WI 53012-0767

Centuria Municipal Electric Utility 305 Wisconsin Avenue P.O. Box 280 Centuria, WI 54824-0280 Clintonville Water & Electric Utility 65 E. 12th Street Clintonville, WI 54929-1545

Columbus Water and Light Dept. P.O. Box 228 Columbus, WI 53925-0228

Cornell Municipal Water & Electric Utility 222 Main Street P.O. Box 796 Cornell, WI 54732-0796

Cuba City Electric & Water Utility 108 N. Main Street Cuba City, WI 53807-1538

Cumberland Municipal Utility 1265 Second Avenue P.O. Box 726 Cumberland, WI 54829-0726

Eagle River Light and Water Comm. 525 East Maple P.O. Box 1269 Eagle River, WI 54521-1269

Elkhorn Light and Water 9 S. Broad Street P.O. Box 920 Elkhorn, WI 53121-0920

Elroy Municipal Electric & Water Utility 225 Main Street Elroy, WI 53929-1251

Evansville, City of Water and Light 31 S. Madison Street Ecansville, WI 53536-1317

Fennimore Water and Light Plant 860 Lincoln Avenue P.O. Box 17 Fennimore, WI 53809-0017

Florence Utility Commission 501 Spring Avenue P.O. Box 109 Florence, WI 54121-0109

Gresham Municipal Light & Power Utility 1126 Main Street P.O. Box 50 Gresham, WI 54128-0050

Hartford Utilities 109 N. Main Street Hartford, WI 53027-1521

Village of Hazel Green 1610 Fairplay P.O. Box 367 Hazel Green, WI 53811-0367

Hustisford Utilities 210 S. Lake Street P.O. Box 345 Hustisford, WI 53034-0345

Jefferson Water and Electric Dept. 121 W. Racine Street P.O. Box 396 Jefferson, WI 53549-0396

Juneau Utility Commission 150 Miller Street P.O. Box 163 Juneau, WI 53039-0163 Kaukauna Electric and Water Dept. 777 Island Street P.O. Box 1777 Kaukauna, WI 54130-7077

Kiel, City of Utilities 621 6th Street P.O. Box 98 Kiel, WI 53042-0098

La Farge Municipal Electric Utility 105 W. Main Street P.O. Box 39 La Farge, WI 54639-0039

Lake Mills Light and Water Dept. 103 Church Street Lake Mills, WI 53551-1404

Lodi Municipal Light & Water Utility 113 S. Main Street Lodi, WI 53555-1120

Manitowoc Public Utilities 1303 S. 8th Street P.O. Box 1090 Manitowoc, WI 54221-1090

Marshfield Electric and Water Dept. P.O. Box 670 Marshfield, WI 54449-0670

Mazomanie Electric Utility 133 Crescent Street P.O. Box 26 Mazomanie, WI 53560-0026

Medford Electric Utility 330 S. Whelan Avenue P.O. Box 358 Medford, WI 54451-0358 Menasha Electric A Water Utilities 321 Milwaukee Street P.O. Box 340 Menasha, WI 54952-0340

Merrillan Municipal Elec. & Water Utility 101 S. Main Street P.O. Box 70 Merrillan, WI 54754-0070

Mount Horeb Electric Utility 138 E. Main Street Mount Horeb, WI 53572-2138

Muscoda Light and water Utility 206 N. Wisconsin Avenue P.O. Box 206 Muscoda, WI 53573-0206

New Glarus Light and Water Works 313 2nd Avenue P.O. Box 206 New Glarus, WI 53574-0206

New Holstein Public Utility 2110 Washington Street New Holstein, WI 53061-1045

New Lisbon Electric and Water Utility 218 E. Bridge Street New Lisbon, WI 53950-1304

New London Electric & Water Utility 400 E. North Water Street P.O. Box 304 New London, WI 54961-0304

New Richmond Municipal Electric Utility 156 E. 1st Street New Richmond, WI 54017-1802 Oconomowoc Utilities 174 E. Wisconsin Avenue P.O. Box 27 Oconomowoc, WI 53066-0027

Oconto Falls Water & Light Commission 104 S. Franklin Street P.O. Box 70 Oconto Falls, WI 54154-0070

Pardeeville Electric Utility 114 Lake Street P.O. Box 65 Pardeeville, WI 53954-0065

Plymouth Utilities Company 12 S. Milwaukee Street P.O. Box 277 Plymouth, WI 53073-0277

Prairie du Sac Municipal Electric & Water 208 Washington Street Prairie du Sac, WI 53578-1117

Princeton Municipal Water & Elec. Utility 438 W. Main Street P.O. Box 53 Princeton, WI 54968-0053

Reedsburg Utility Commission 344 S. Willow Street Reedsburg, WI 53959-2040

Rice Lake Municipal Water & Elec.Utility 320 W. Coleman Street Rice Lake, WI 54868-2406

Richland Center Electric Utility 161 N. Central Avenue P.O. Box 312 Richland Center, WI 53581-0312 River Falls Municipal Utility 125 E. Elm Street River Falls, WI 54022-2307

Sauk City Municipal Water & Light Utility 726 Water Street Sauk City, WI 53583-1449

Shawano Municipal Utilities 122 N. Sawyer Street P.O. Box 436 Shawano, WI 54166-0436

Sheboygan Falls Utilities 375 Buffalo Street P.O. Box 210 Sheboygan Falls, WI 53085-0210

Shullsburg Electric Utility 112 S. Gratiot Street P.O. Box 580 Shullsburg, WI 53586-0580

Slinger Utilities 220 Slinger Road P.O. Box 227 Slinger, WI 53086-0227

Spooner Municipal Utilities 515 N. Summit Street P.O. Box 548 Spooner, WI 54801-0548

Stoughton Electric Utility 600 S. 4th Street Stoughton, WI 53589-2465

Stratford Municipal Water & Elec. Utility 265 N. 3rd Avenue P.O. Box 12 Stratford, WI 54484-0012

Sturgeon Bay Utilities 230 E. Vine Street P.O. Box 259 Sturgeon Bay, WI 54235-0259

Sun Prairie Water & Light Commission 125 W. Main Street P.O. Box 385 Sun Prairie, WI 53590-0385

Trempealeau Municipal Elec./Water Utility 50 E. 3rd Street P.O. Box 247 Trempealeau, WI 54661-0247

Two Rivers Water & Light Utility 1717 E. Park Street P.O. Box 87 Two Rivers, WI 54241-0087

Viola Municipal Water & Electric Utility Commercial Street P.O. Box 38 Viola, WI 54664-0038

Waterloo Water and Light Commission 122 S. Monroe Street Waterloo, WI 53594-1459

Waunakee Water and Light Commission P.O. Box 70 Waunakee, WI 53597-0070

Waupun Public Utilities 220 N. Forest Street P.O. Box 431 Waupun, WI 53963-0431

Westby Municipal Electric & Water Utility 200 N. Main Street Westby, WI 54667-1108

Whitehall Municipal Electric Utility 1631 Main Street P.O. Box 155 Whitehall, WI 54773-0155

Wisconsin Dells Municipal Electric Utility 300 La Crosse Street Wisconsin Dells, WI 53965-1568

Wisconsin Rapids Waterworks and Light 221 16th Street S P.O. Box 399 Wisconsin Rapids, WI 54495-0399

Wonewoc Electric and Water Utility P.O. Box 37 Wonewoc, WI 53968-0037

Municipal Utilities with service areas in the high potential range will be notified.

3. Electric Cooperatives

Adams-Columbia Electric Cooperative 401 E. Lake Street P.O. Box 70 Friendship, WI 53934-0070

Barron Electric Cooperative 1456 E. La Salle Avenue Barron, WI 54812-1638

Bayfield Electric Cooperative Inc. P.O. Box 68 Iron River, WI 54847-0068

Buffalo Electric Cooperative 1225 S. Main Street Alma, WI 54610-9776 Central Wisconsin Electric Cooperative 150 Depot Street P.O. Box 255 Iola, WI 54945-0255

Chippewa Valley Electric Cooperative 317 N. 8th Street P.O. Box 575 Cornell, WI 54732-0575

Clark Electric Cooperative 124 N. Main Street P.O. Box 190 Greenwood, WI 54437-0190

Crawford Electric Cooperative P.O. Box 158 Gays Mills, WI 54631-0158

Dairyland Power Cooperative 3200 E. Avenue South P.O. Box 817 La Crosse, WI 54602-0817

Dunn County Electric Cooperative N5725 600th Street P.O. Box 220 Menomonie, WI 54751-0220

Eau Claire Electric Cooperative Elco Park P.O. Box 368 Fall Creek, WI 54742-0368

Grant LaFayette Electric Cooperative 231 N. Sheridan Street Lancaster, WI 53813-1342

Head of the Lakes Electric Cooperative 3617 E. Baumgartner Road Superior, WI 54880-8371

Jackson Electric Cooperative 119 Harrison Street P.O. Box 546 Black River Falls, WI 54615-0546

Jump River Electric Cooperative 1102 W. 9th Street N. P.O. Box 99 Ladysmith, WI 54848-0099

Oakdale Electric Cooperative Highway 12 & 16 P.O. Box 128 Oakdale, WI 54649-0128

Oconto Electric Cooperative 7479 Rea Road Oconto Falls, WI 54154-9573

Pierce-Pepin Electric Cooperative W7725 US Highway 10 P.O. Box 420 Ellsworth, WI 54011-0420

Price Electric Cooperative 508 N. Lake Avenue P.O. Box 110 Phillips, WI 54555-0110

Richland Electric Cooperative P.O. Box 439 Richland Center, WI 53581-0439

Rock County Electric Cooperative 2815 Kennedy Road P.O. Box 1758 Janesville, WI 53547-1758

St. Croix Electric Cooperative 550 US Highway 12 Baldwin, WI 54002-5112 Taylor Electric Cooperative N1831 State Road 13 Medford, WI 54451

Trempealeau Electric Cooperative 625 W. Main Street P.O. Box 277 Arcadia, WI 54612-0277

Vernon Electric Cooperative 110 N. Main Street Westby, WI 54667-1106

Washington Island Cooperative RR. 1, Box 14 Washington Island, WI 54246-9706

Electric Cooperatives with service areas in the high potential range will be notified.

4. Private Electric Utilities

Consolidated Water Rower Company 231 1st Ave., N. P.O. Box 8050 Wisconsin Rapids, WI 54495-8050

Dahlberg Light and Power Company 9221 E. Maine P.O. Box 300 Solon Springs, WI 54873-0300

Madison Gas and Electric Company 133 S. Blair Street P.O. Box 1231 Madison, WI 53701-1231

North Central Power Company, Inc. P.O. Box 167 Grantsburg, WI 54840-0167 Northwestern Wisconsin Electric Co. P.O. Box 9 Grantsburg, WI 54840-0009

Pioneer Power and Light Company 204 N. Main Street P.O. Box 218 Westfield, WI 53964-0218

Superior Water Light and Power Co. 1230 Tower Avenue P.O. Box 519 Superior, WI 54880-0519

Westfield Milling and Electric Lt. Co. 204 N. Main Street P.O. Box 218 Westfield, WI 53964-0218

Wisconsin Electric Power Company 231 W. Michigan Street P.O. Box 2046 Milwaukee, WI 53201-2046

Private Utilities with service areas within the high potential range will be notified

5. Commercial Forest Owners

The following entities or individuals, based on the records of the DNR, own 1,000 acres or more of forest land and may manage land within the high potential range.

Berg Equipment Corp. P.O. Box 507 Marshfield, WI 54449 Goodman Forest Industries P.O. Box 457 Goodman, WI 54125

Kretz Lumber Company Rt. 3, Box 160 Antigo, WI 54409

Lake Superior Land Co. 101 Red Jacket Rd. Calumet, MI 49913

Swanke Lumber Co., Inc. c/o Tigerton Lumber Co. P.O. Box 70 Tigerton, WI 54601

Wayne Hood Bayshore Dr. La Crosse, WI 54601

Brunkow Hardware Co. Box 10 Nelson, WI 54756

Michael Hageny, et. al 404 E. Jackson Street Crandon, WI 54520

Lac Courte Oreilles Band Rt. 2, Box 2700 Hayward, WI 54843

If other woodland owners who have 1000 acres or more of forest land in the state and may manage lands in the high potential range are identified, these individuals or entities will be notified by the DNR.

6. Highway and Road Development

All governmental units responsible for or developing public highways, including state, county, town or municipal, and recreational trails, if the land and activity occurs within the high potential range for the Karner blue butterfly. Please see attached list of counties and municipal governmental units (pages 25-29 in this appendix).

All counties, towns and municipalities within the high potential range will be notified.

Appendix D: Partner Participation Plan and Landowner Inclusion Strategy
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B. Example of Application for Inclusion

This section includes an example of an application for inclusion in the HCP. Such an application will be used by non-partners wishing to be covered by the incidental take permit. The application would be made to the Wisconsin DNR.

APPLICATION FOR INCLUSION - KARNER BLUE BUTTERFLY HCP ONE-TIME/GOVERNMENT APPLICANT

Complete fully and to the best of your ability.

THIS APPLICATION SHALL NOT BE CONSIDERED COMPLETE AND ACTED UPON UNTIL ALL INFORMATION IN IT, AND AS OTHERWISE REQUESTED BY THE DEPARTMENT OF NATURAL RESOURCES, IS PROVIDED.

Non-refundable Application fee: (\$50)

1. Land ownership by acreage and description (the more specific the better e.g. quarter-quarter section, town, range.)

Name and address of landowner, and/or contact:

- 2. Land use activities or land management practices you engage in or desire to engage in:
- 3. If the land involved is forest land, please describe type of vegetation and age class.
- 4. Describe the extent of land occupied by the Karner Blue butterfly and, to the best of your ability, the number of butterflies.
 - a. What is the occupied site or sites used for currently?
 - b. Are there any natural or managed corridors adjacent to the occupied site that are or might be used for dispersal purposes?

Dat	By
	APPLICANT
con cov of t res	and in the capacity of the applicant, I hereby commit to and agree to comply with the plans and aservation efforts contained in this application and submitted for the purpose of obtaining terage under the Permit issued to the Department of Natural Resources for the incidental take the Karner blue butterfly in the State of Wisconsin. I also agree to comply fully with any trictions or conditions included in any Certificate of Inclusion issued to me as a result of my olication for coverage under Permit No
10.	Other information you would like considered along with this application:
9.	What type of records do you currently keep respecting your land use and management activities? Are you willing to keep records in the form and of the type described in the information attached?
8.	Are you willing to submit periodic reports to the Department of Natural Resources regarding the status of Karner blue butterflies and habitat on your property?
7.	Are you willing to allow the Department of Natural Resources, or its designees, access to your land to assure compliance with any authorization to incidentally take Karner blue butterflies?
	a. What monitoring are you willing to conduct?
6.	What monitoring capability do you currently have to monitor the species and habitat on your property?
	For how long?
5.	What conservation measures are you willing to apply to your land to receive authorization to incidentally take Karner blue butterflies?
	c. What is the history of Karner Blue butterflies on the property, to the best of your knowledge? acreage, numbers.

C. Inclusion Fees

This section outlines fees which will be required to obtain incidental take permit coverage through participation in the Wisconsin Karner Blue Butterfly HCP.

Partner

An applicant may join this HCP and ITP in the status of a partner. As such, the applicant must comply with the Articles of Partnership, the "homework" requirements, and any other obligations established by the Partnership, the HCP or the Incidental Take Permit (e.g., reporting, monitoring, etc.)

Application Fee. A non-refundable application fee, except for governmental units, is \$50 per partner application.

Additional Fees to Obtain Coverage

Partner. An applicant seeking the status of a Partner, unless the applicant is a governmental unit, must pay, upon a determination of acceptance as a Partner, an **inclusion fee of \$2,500**.

One-time. An applicant seeking to obtain coverage under the Incidental Take Permit for the purpose of incidentally taking a Karner blue butterfly, must comply with the application and Certificate of Inclusion requirements, and if determined to be acceptable as a participant in the conservation effort, pay the fee of:

A flat fee of \$5000, or 5% of the value of the project to be developed on the land, or the value of the activity e.g. value of timber to be removed, whichever is less, with a credit to be given for conservation efforts to be engaged in and continued by the applicant.

The credit to be given the applicant under this option may not exceed 50% of the fee (except for governmental lands or activities - see below) and will be determined by an oversight committee of the Partnership. Criteria to be used in determining the credit will be developed by the oversight committee and made available to applicants.

Governmental Unit. Governmental units, including state, county, town, etc., are not required to pay fees to obtain coverage under the Incidental Take Permit, but are required to comply with application, partnership or certificate of inclusion requirements.

Appendix D: Partner Participation Plan and	Landowner Inclusion Strategy	
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D. Example of Species and Habitat Conservation Agreement

This section provides a template for species and habitat conservation agreements (conservation agreements) for future HCP partners. This template was used by each of the HCP partners in developing their individual conservation agreements. Conservation agreements are legally-binding agreements between individual partners and the Wisconsin DNR.

SPECIES AND HABITAT CONSERVATION AGREEMENT PARTNERS KARNER BLUE BUTTERFLY

THIS SPECIES AND HABITAT CONSERVATION AGREEMENT is entered into by and between the State of Wisconsin Department of Natural Resources (DNR) and ________, (or the purpose of implementing the Habitat Conservation Plan (HCP) and authorizing the incidental take of the Karner blue butterfly (KBB) in the State of Wisconsin consistent with and during the period of an Incidental Take Permit (Permit) issued by the U.S. Fish and Wildlife Service (USFWS).

WHEREAS, the DNR intends to apply for and request that a Permit be issued by the United States Department of the Interior, Fish and Wildlife Service (USFWS) based upon the HCP, Species and Habitat Conservation Agreements with the Partners and Implementing Agreement submitted to the USFWS with the application for a Permit;

WHEREAS, the statewide KBB conservation program contemplates the use and inter-relationship of Species and Habitat Conservation Agreements, a Habitat Conservation Plan and an Incidental Take Permit to form and direct the KBB conservation plan, as well as clarify commitments and obligations of landowners and land users in this effort;

WHEREAS, the Permit requested from the USFWS would authorize the incidental take of the KBB subject to implementation of conservation measures and compliance with procedures, terms and conditions of this agreement, the HCP and the Permit, by Partners entering into Species and Habitat Conservation Agreements with the DNR; and

WHEREAS, the Partner plans to engage in activities that may result in the incidental take of the KBB and is willing to implement conservation measures consistent with the Permit, HCP and Incidental Take Permit on lands under and to the extent of the Partner's control to avoid, minimize or mitigate the take of such species as further provided herein.

Wisconsin Karner Blue Butterfly Habitat Conservation Plan and Environmental Impact Statement - D-15

IT IS HEREBY AGREED by the parties, based upon the mutual terms and conditions herein, that this SHCA shall constitute the Partner's commitment and agreement to undertake conservation measures for the KBB upon issuance of an ITP (which constitutes a Certificate of Inclusion) by the USFWS. The parties further agree this CI is conditioned on the premise that the SHCA shall be consistent with the HCP and conditions of the Permit.

1. PERIOD OF AGREEMENT.

The period of this agreement shall be ____ years from its execution and issuance of a Permit authorizing incidental take consistent with this agreement, during the period of the Permit, unless terminated in accordance with paragraph 11 or amended in accordance with paragraph 12.

2. LANDS SUBJECT TO AGREEMENT.

The lands subject to this agreement include approximately _____ acres and are more particularly described in Appendix A which is attached to and made part of this agreement, and all future ownership within the high potential range of the KBB, subject to the notification and reporting processes, and implementation of conservation practices consistent with this SHCA, HCP and ITP.

3. ACTIVITIES/INCIDENTAL TAKE AUTHORIZED/PUBLIC OUTREACH AND EDUCATION/CONSERVATION EFFORTS/MODIFICATION.

- A. **ACTIVITIES**. The following specified land management or land use activities may be engaged in on the lands described in Appendix A in accordance with this agreement, and the incidental take of KBB is authorized, if the activities are conducted consistent with the HCP, the Permit, this agreement and other protocols or management directions attached to and made part of this agreement as Appendix B:
- B. **INTENTIONAL TAKE**. The Partner agrees not to engage in the intentional take of the KBB, as defined in Paragraph 19.E., and agrees that the entering into of this agreement does not authorize the intentional take of such species.
- C. **PUBLIC OUTREACH AND EDUCATION**. The Partner agrees to engage in the following public outreach and education activities for the purpose of conserving the KBB consistent with the HCP and Permit:
- D. **CONSERVATION EFFORTS FOR THE KBB**. Other than as described elsewhere in this clause, the Partner intends to engage in the following conservation efforts and practices:

4. OTHER SPECIES.

In addition to those efforts identified in this SHCA for the KBB, the Partner intends to implement the following conservation measures or programs related to the following species:

5. SURVEYS.

The Partner agrees to conduct surveys for species identified in paragraph 4 and its habitat consistent with the HCP, on lands identified in Appendix A prior to engaging in or conducting a management or land use activity or practice. Written records of all surveys, including identification and qualifications of the person conducting the survey, the results of the survey as to habitat and occurrences observed, and the conservation strategy to be applied to respond to the findings of the survey, shall be maintained by the Partner during the period of and retained for five years following termination of the agreement, at the following facility:

6. MONITORING.

The Partner agrees to monitor and maintain written records regarding the effects of land management and use practices and activities, consistent with the HCP, on the lands subject to this agreement, as identified in Appendix A, during the period of this agreement and retain them for five years following termination of the agreement, at the following facility:

7. DNR AND USFWS INGRESS AND EGRESS.

A.(1). AUDITING AND MONITORING. During the period of this agreement, the DNR and representatives of the Oversight and Implementation Committee may audit and monitor the activities and records of the Partner. Except as provided in A.(2), auditing and monitoring shall be preceded by reasonable notice, not to be less than 24 hours, and shall be conducted in the presence of a representative of the Partner, if the representative is available at the noticed time and date, or other time agreed upon by the Partner and auditing personnel. Access to the property involved, to the extent of the Partner's authority, is authorized. Access to the lands subject to this agreement and records required by it, or the HCP, shall be for the purpose of assuring compliance with this agreement and the HCP, and be unlimited. If the Partner does not have authority to authorize access to the land identified in the notice to be monitored or audited, or during the audit, the Partner shall immediately notify the DNR of such lack of authority and the limited use it has in the property. Documents of title or interest in the property shall be provided to the DNR upon its request. A copy of any final report, map or other record prepared by the DNR on the results of its going upon the land or reviewing the records shall be provided to the Partner within thirty (30) days of the DNR, or Committee, access and review.

Notification under this Paragraph shall be in writing, facsimile, or telephone to:

(2) The notice provision in Subparagraph A.(1), shall not apply when the DNR or representatives of the Oversight and Implementation Committee considers that pending or ongoing activities of the Partner, or person authorized by the Partner, based on concerns or complaints made known to them, may adversely affect KBB occupied sites in a manner inconsistent with the agreement, or result in damage to or destruction of KBB occupied habitat that may jeopardize the Permit.

Wisconsin Karner Blue Butterfly Habitat Conservation Plan and Environmental Impact Statement - D-17

- B. Any refusal of access authorized in Subparagraphs (1) or (2), shall be considered a breach of this agreement and subject the Partner to all remedies available to the DNR under this agreement or at law.
- C. The USFWS may accompany the DNR or representatives of the Oversight and Implementation Committee when auditing or monitoring under this agreement or the HCP.
- D. In addition to authority granted elsewhere in this agreement, the USFWS may enter the lands subject to this agreement which are owned by the Partner or where permission by others with an ownership interest has been granted and access the records of the Partner required for the purpose of overseeing the Permit and activities under it or required by this agreement.
- E. Nothing in this agreement, including this section, shall abrogate the authority of the Secretary of the Interior, through the USFWS, to fulfill his (her) responsibility in the administration and enforcement of the Endangered Species Act (ESA), 16 USC 1531 et seq. and all implementing regulations including but not limited to 50 CFR Parts 13 and 17.

8. ANNUAL REPORT.

- a. The Partner shall submit an annual report no later than March 1 following the calendar year which is the subject of the report. Each report shall include the following information:
 - a. The acreage of land subject to disturbance, land use or management activities;
 - b. The type of activity, including equipment or techniques used, and location of the disturbance by section;
 - c. Surveys conducted for the lands subject to the activities and the person(s) conducting the activities consistent with this agreement and the HCP;
 - d. Results of absence/presence surveys for the KBB and associated species identified in this agreement;
 - e. Acres of habitat known for each species specified herein on the lands subject to the activity;
 - f. Conservation strategies as identified in the HCP used to address species and habitat on the lands by this Partner;
 - g. Monitoring activities conducted during the calendar year;
 - h. Transfers or purchases, conveyance of, or anticipated transfers or purchases, or conveyance of land or management rights subject to this agreement in the high potential range of the KBB, or other transactions regarding lands or management of land in the high potential range, including identification of the purchaser or transferee or proposed purchaser or transferee, or other person with an interest in the property, and address, location, and

occurrence of KBBs (if known) except as provided under Paragraph 15; (also see Paragraph 15 regarding other notification involving land in Significant Population Areas); and

- Other information requested by the DNR prior to the report date which is identified in the HCP or is reasonably necessary for implementation of or compliance with the Permit or otherwise offered by the Partner.
- j. Public outreach and education activities conducted by the Partner adequately describing the outreach and education effort e.g. publication, cooperation with other landowners, etc.

9. ASSIGNMENT.

The Partner may not assign this agreement or performance under it to another without the consent of the DNR. Consent to assign shall be conditioned upon the assignee's agreement in writing to comply with all the terms of this agreement following discussion with the DNR to assure a full understanding of the requirements of the agreement. The USFWS shall be notified of any assignment.

10. REMEDIES.

- a. The Partner agrees that this agreement and authorization under the Permit does not apply to conduct resulting in the take of a KBB that does not strictly conform to the requirements of this agreement or the HCP, and in such a situation the landowner will be acting without a Permit or authority to take a KBB and shall be subject to all provisions, remedies and penalties of the Endangered Species Act (ESA), 16 USC 1531 et seq. and all implementing regulations including but not limited to 50 CFR Parts 13 and 17, 29.415, Wis. Stats., the Wisconsin Endangered Species ACT (WESA) and ch. NR 27, Wis. Adm.Code.
- b. (1) Upon a breach or violation of this agreement, as determined by the DNR, and in addition to any remedies provided or pursued under paragraphs 10.a., the DNR may revoke this agreement and the authorization under it after considering recommendations of the HCP Implementation Committee. The Landowner and the USFWS shall be notified of an alleged breach or violation by the Partner.

The DNR will notify the USFWS of any violation of the Permit, HCP, SHCAs or IA. Such notification shall will in writing within five (5) calendar days of discovery of the violation, to the address listed below. Notification will include the name of the Party(ies) and individual(s) involved, the nature of the suspected violation, time period when the suspected violation occurred and the specific location(s) of the suspected violation.

U.S. Fish and Wildlife Service
Green Bay Field Office
1015 Challenger Court
Green Bay, WI 54311-7440

Telephone: (920)465-7440
Fax: (920)465-7410

(2) The Partner shall be provided an opportunity to present information to the DNR and the HCP

Implementation Committee on an alleged violation and what an appropriate remedy should be prior to the DNR's determination on whether a breach or violation occurred and the appropriate remedy. Information shall be presented to the DNR and the HCP Implementation Committee by the Partner within thirty (30) days of notice of an alleged violation of this agreement to the Partner.

- (3) If the DNR, after consideration of recommendations of the HCP Implementation Committee, determines that action by the Partner may be taken that is reasonable and consistent with ensuring the conservation of the species and its habitat without the application of other remedies in this paragraph, it shall not seek additional remedies on the condition that the Landowner completes the remedial action within a time considered reasonable by the DNR.
- c. The DNR retains all further remedies in law or equity which it may apply to a breach or violation of this agreement. Enforcement or other remedies available to the USFWS under the ESA shall not be abridged or affected by any decision of the DNR under this paragraph.
- **e.** It is understood that unintentional violations of this agreement may occur, and that the Partners may be required to act in emergency situations that do not allow them to follow all commitments in this agreement. Should such a situation arise, it is expected that a Partner will report such an activity, detailing the damage, if any, to KBB habitat and such action the Partner intends to take to cure or mitigate any damage to KBB or its habitat. The Department agrees to consider the circumstances and the Partner's offer to cure or mitigate in any decision it may make regarding appropriate remedial or enforcement action necessary under this agreement.

11. **TERMINATION**.

This agreement or its applicability to any land under it may be terminated by the Partner upon sixty (60) days notice to the DNR and upon the occurrence of one of the following:

- a. The land or management right over it is transferred to another by land contract, fee title, easement, or otherwise;
- b. The KBB is no longer protected by the ESA, (i.e. is delisted) or the KBB is downlisted to threatened and take activities of the Partner is allowed per a 4.d. rule.
- c. The Landowner ceases to exist, in fact or by law.
- d. Other reasons for termination mutually agreed upon as reasonable by the Partner and the DNR, with advice of the HCP Implementation Committee, provided that appropriate conservation and/or compensation has occurred for the take of occupied KBB habitat. It is the responsibility of partners to demonstrate to DNR that conservation has occurred prior to termination.

12. AMENDMENT.

This agreement shall constitute the entire agreement of the parties and any previous communications or agreements are hereby superseded and no modifications of this agreement or waiver of its terms and conditions shall be effective unless made specifically in writing and mutually agreed upon and signed by both parties.

13. CONTRACTING PARTIES.

In this agreement, the DNR and the Partner include their respective officers, employees, agents, directors, partners, representatives, successors, heirs, members and servants.

14. STATUS OF PARTIES.

The Partner shall not be considered as an agent, contractor or an employee of the DNR for any purpose, including workers compensation. The DNR agrees that the Partner has sole control of the activities and work conducted on the lands of or under the control of the

Partner. The DNR only reserves the right of ingress and egress to the lands and facilities, consistent with paragraph 7, to inspect the lands and records of the Partner, as provided herein, to assure compliance with this agreement.

15. TRANSFER.

Any incidental take authorization under this agreement and the Permit may be transferred to another if the transferee of the land or management rights over it enters into, agrees to and files with the DNR a Species and Habitat Conservation Agreement within sixty (60) days of the transfer which is acceptable to the DNR and the USFWS, following review and recommendation by the HCP Implementation Committee, and USFWS issuance of a Certification of Inclusion. The Partner agrees to notify the DNR of any transaction relating to land within the Significant Population Area, designated on the map which is attached and made part of this agreement, within 45 days of the transaction. Otherwise, notification of transfers shall be included in the annual reports required by this agreement.

16. MODIFICATION/ADAPTIVE MANAGEMENT.

The Partner agrees to modify responsibilities and duties under this agreement consistent with the review and adaptive management process established in the HCP.

17. FUNDING COMMITMENTS.

18. LIABILITY FOR AGENTS, ETC.

It is recognized that the Partner often conducts its land management or use activities through an agent, lessee, licensee, contractor, permittee, right-of-way grantee, or purchaser. The Partner has and accepts the obligation to require, normally through written agreement or communication, that activities be conducted in a manner consistent with this agreement, the HCP and the Permit. Take incidental to otherwise lawful activities of these persons or entities is authorized by the Permit so long as such activity and incidental take resulting from it is authorized by the Partner consistent with this agreement, the HCP and the Permit. A violation of any authorization which includes procedures and activities for KBB conservation the Partner is required to follow or conduct, consistent with this agreement, the HCP and the Permit, by an agent, lessee, licensee, contractor, permittee, right-of-way grantee, or purchaser, shall not result in the suspension, revocation, or termination of the Permit or the authorization to the Partner under this agreement, the HCP and the Permit; nor shall it affect other benefits, rights, or privileges under this agreement, the HCP or the Permit, except as to that agent, lessee, licensee, contractor, permittee, right-ofway grantee, or purchaser, who is and will be subject to the provisions of the ESA, including remedies for its violation when acting inconsistent with the authorization from this Partner, this agreement, the HCP and the Permit. The obligation to demonstrate that the Partner adequately communicated procedures and requirements of this agreement, the HCP and the Permit to the agent, lessee, licensee, contractor, permittee, right-of way grantee, or purchaser is on the Partner, and cannot be waived by the DNR.

19. **DEFINITIONS**.

For purposes of this agreement, the following definitions apply:

- A. "Certificate of Inclusion" is a document issued by the USFWS, which, thereby, includes the person or entity it is issued to under the provisions of the Permit and authorizes incidental take consistent with the HCP, the Permit and this Conservation Agreement.
- B. "Implementation Agreement" is a legal contract entered into between the DNR and the USFWS that: (1) identifies the responsibilities of all participants to the HCP; (2) legally binds the DNR to their obligations; and (3) is signed by the DNR.
- C. "Incidental take" is the take of a species incidental to, and not for the purpose of, the carrying out of an otherwise lawful activity.
- D. "Incidental Take Permit" is a permit issued by the USFWS under the authority of Section 10(a)(1)(B) of the Endangered Species Act to authorize the incidental take of a species listed as endangered or threatened under that Act.
- E. "Intentional Take" means the purposeful take of a species not incidental to an otherwise lawful activity e.g. collecting.
- F. "Partner", consistent with the HCP Articles of Partnership and determined as a Partner by their administrative committee assigned this task, is a person, agency or organization that:

(1). Enters into and agrees to the HCP Articles of Partnership; and
(2). Has an ownership interest i.e. fee title or easement in land with existing or potential KBB habitat; or
(3). Has economic assets at risk as a result of the listing of the KBB as endangered; or
(4). Has a role in implementing the HCP e.g. ASCS, municipalities.
"Transfer" means the transfer of the privileges of the HCP and the Permit to another, consistent with and as authorized under the HCP and Permit.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

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Appendix D: Partner Participation Plan and Landowner Inclusion Strategy	
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F. 6	

E. Municipalities (Cities, Villages and Towns) Located in Counties in the Karner Blue Butterfly High Potential Range

This part of Appendix D lists cities (c), villages (v), and towns (t) located within counties that comprise the Karner blue butterfly high potential range. The Karner blue butterfly's high potential range is shown in Figure 2.9 in Part B of Chapter II (page 54). Each of these communities will be notified of their obligations under the HCP.

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Dewey (t) Farmington (t) Hale (t) Dewhurst (t) Finley (t) Hallie (t) Dexter (t) Forest (t) Hammond (t) Diamond Bluff (t) Foster (t) Hammond (v)	Deerfield (t)	Farmington (t)	Greenwood (c)
Dewhurst (t) Finley (t) Hallie (t) Dexter (t) Forest (t) Hammond (t) Diamond Bluff (t) Foster (t) Hammond (v)	Delmar (t)	Farmington (t)	Gresham (v)
Dexter (t) Forest (t) Hammond (t) Diamond Bluff (t) Foster (t) Hammond (v)	Dewey (t)	Farmington (t)	Hale (t)
Diamond Bluff (t) Foster (t) Hammond (v)	Dewhurst (t)	Finley (t)	Hallie (t)
	Dexter (t)	* *	Hammond (t)
Dover (t) Fountain (t) Hancock (t)	Diamond Bluff (t)		Hammond (v)
Dover (t) Trumbook (t)	Dover (t)	Fountain (t)	Hancock (t)

Hancock (v)	Laketown (t)	Maple Plain (t)
Hansen (t)	Lanark (t)	Marion (c)
Harris (t)	Larrabee (t)	Marion (t)
Harrison (t)	Lebanon (t)	Marquette (t)
Hartland (t)	Lemonweir (t)	Marquette (v)
Hartland (t)	Leola (t)	Marshfield (t)
Hay River (t)	Leon (t)	Martell (t)
Helvetia (t)	Lessor (t)	Matteson (t)
Hendren (t)	Levis (t)	Mauston (c)
Herman (t)	Liberty (t)	Maxville (t)
Hewett (t)	Lima (t)	McKinley (t)
Hiles (t)	Lincoln (t)	Mead (t)
Hixton (t)	Lincoln (t) Lincoln (t)	Mecan (t)
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Hixton (v) Hortonia (t)	Lincoln (t) Lincoln (t)	Meenon (t)
		Melrose (t)
Hortonville (v)	Lincoln (t)	Melrose (v)
How (t)	Lincoln (t)	Menomonie (t)
Howard (t)	Lincoln (t)	Menomonie (c)
Hudson (t)	Lincoln (t)	Mentor (t)
Hudson (c)	Lind (t)	Merrillan (v)
Hull (t)	Lindina (t)	Merrillan (v)
Hustler (v)	Linwood (t)	Milladore (t)
Independence (c)	Lisbon (t)	Milladore (v)
Iola (t)	Little Chute (v)	Millston (t)
Iola (v)	Little Falls (t)	Milltown (t)
Irving (t)	Little Wolf (t)	Milltown (v)
Jackson (t)	Lohrville (v)	Modena (t)
Jefferson (t)	Long Lake (t)	Mondovi (t)
Johnstown (t)	Lorain (t)	Mondovi (c)
Junction City (v)	Lucas (t)	Monroe (t)
Kendall (v)	Luck (t)	Montana (t)
Kildare (t)	Luck (v)	Montello (t)
Kingston (t)	Ludington (t)	Montello (c)
Kinnickinnic (t)	Lynn (t)	Morris (t)
Knapp (v)	Madge (t)	Mount Morris (t)
Knapp (t)	Maiden Rock (t)	Mukwa (t)
Komensky (t)	Maine (t)	Naples (t)
La Follette (t)	Manawa (c)	Navarino (t)
La Grange (t)	Manchester (t)	Necedah (t)
Lafayette (t)	Maple Creek (t)	Necedah (v)
Lafayette (t)	Maple Grove (t)	Neillsville (c)
Lake Holcombe (t)	Maple Grove (t)	Nekoosa (c)

Nelson (t)	Pine Valley (t)	Roosevelt (t)
Nelsonville (v)	Pittsville (c)	Rose (t)
Nepeuskun (t)	Plainfield (t)	Royalton (t)
Neshkoro (t)	Plainfield (v)	Rudolph (t)
Neshkoro (v)	Pleasant Valley (t)	Rudolph (v)
New Auburn (v)	Plover (t)	Rush River (t)
New Chester (t)	Plover (v)	Rushford (t)
New Haven (t)	Plum City (v)	Rusk (t)
New Hope (t)	Plymouth (t)	Salem (t)
New Lisbon (c)	Port Edwards (v)	Sampson (t)
New London (c)	Port Edwards (t)	Sand Creek (t)
New Lyme (t)	Poygan (t)	Sand Lake (t)
New Richmond (c)	Poysippi (t)	Saratoga (t)
Newton (t)	Prairie Farm (t)	Sarona (t)
Nichols (v)	Prairie Farm (v)	Saxeville (t)
North Bend (t)	Prairie Lake (t)	Scandinavia (t)
North Hudson (v)	Prescott (c)	Scandinavia (v)
Northfield (t)	Preston (t)	Scott (t)
Norwalk (v)	Preston (t)	Seif (t)
Oak Grove (t)	Princeton (t)	Seneca (t)
Oakdale (t)	Princeton (c)	Seneca (t)
Oakdale (v)	Quincy (t)	Seneca (t)
Oakland (t)	Red Cedar (t)	Seymour (t)
Oasis (t)	Red Springs (t)	Seymour (c)
Ogdensburg (v)	Redgranite (v)	Sharon (t)
Oneida (t)	Remington (t)	Shawano (c)
Orange (t)	Reseburg (t)	Sheldon (t)
Osborn (t)	Rice Lake (t)	Shell Lake (c)
Osceola (t)	Rice Lake (c)	Sheridan (t)
Osceola (v)	Richfield (t)	Sherman (t)
Osseo (c)	Richford (t)	Sherry (t)
Otter Creek (t)	Richmond (t)	Sherwood (t)
Oxford (t)	Richmond (t)	Shields (t)
Oxford (v)	Ridgeland (v)	Shiocton (v)
Packwaukee (t)	Ridgeville (t)	Sigel (t)
Park Ridge (v)	River Falls (c)	Sioux Creek (t)
Pella (t)	River Falls (t)	Siren (t)
Pepin (t)	Roberts (v)	Siren (v)
Peru (t)	Rock (t)	Somerset (t)
Pigeon (t)	Rock Creek (t)	Somerset (v)
Pigeon Falls (v)	Rock Elm (t)	Sparta (t)
Pine Grove (t)	Rome (t)	Sparta (c)

Spooner (t) Trimbelle (t) Willard (t) Wilson (t) Spooner (c) Troy (t) Spring Brook (t) Turtle Lake (v) Wilson (t) Spring Lake (t) Turtle Lake (t) Wilson (v) Spring Valley (v) Underhill (t) Wilton (t) Springbrook (t) Wilton (v) Union (t) Springfield (t) Unity (t) Wisconsin Rapids (c) Springville (t) Vance Creek (t) Wolf River (t) Springwater (t) Vandenbroek (t) Wood (t) St. Croix Falls (t) Vesper (v) Wood River (t) St. Croix Falls (c) Warner (t) Woodmohr (t) St. Joseph (t) Warren (t) Woodville (v) St. Lawrence (t) Warren (t) Worden (t) St. Marie (t) Warrens (v) Wyeville (v) Stanfold (t) Washburn (t) Wyoming (t) Stanley (t) Washington (t) York (t) Stanley (c) Waterville (t) Stanton (t) Waubeek (t) Waukechon (t) Stanton (t) Star Prairie (t) Waupaca (t) Star Prairie (v) Waupaca (c) Sterling (t) Wautoma (t) Stevens Point (c) Wautoma (c) Stockton (t) Webb Lake (t) Stone lake (t) Webster (v) Strickland (t) Wellington (t) Strongs Prairie (t) Wells (t) Strum (v) Wescott (t) Stubbs (t) West Marshland (t) West Sweden (t) Sumner (t) Swiss (t) Westfield (v) Tainter (t) Westfield (t) Taylor (v) Weston (t) Thornapple (t) Weyauwega (c) Thorp (t) Weyauwega (t) Tiffany (t) Weyerhaeuser (v) Tilden (t) Wheaton (t) Tomah (t) Wheeler (v) Tomah (c) Whitehall (c) Trade Lake (t) Whiting (v) Trego (t) Wild Rose (v)

Trenton (t)

Wilkinson (t)

Appendix D: Partner Participation Plan and Landowner Inclusion Strategy
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